



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Agreement for Maintenance of Walkway Between Vineyard Shopping Center and Brandywine Drive

MEETING DATE: November 6, 1996

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute the attached agreement with New Generation Trading Company for the purpose of maintaining the walkway between the Vineyard Shopping Center and Brandywine Drive.

BACKGROUND INFORMATION: The City Council has received complaints and voiced concerns over the maintenance of the walkway between the Vineyard Shopping Center and Brandywine Drive. In reviewing this walkway in the field with the Community Development Director, it was determined that the walkway is highly used by pedestrian traffic from the residential area to the south and it is felt that the walkway cannot be abandoned. In researching the ownership of this walkway, it was determined that it is not owned by the City and, therefore, is not maintained under our landscape maintenance contract.

In reviewing this problem with the Street Superintendent, it was determined that the City of Lodi would be much better off if the owner of this walkway would pay the City to have it maintained under our citywide landscape maintenance contract. It was felt that by making some minor improvements using City forces we could bring this walkway up to the standards of our other walkways and could then be added to the landscaped areas and maintained by contract. Presently, this walkway is not handicapped accessible from the Vineyard Shopping Center. It is our intent, as part of providing some additional hardscaping, to also cut in a handicap ramp to make the total walkway handicapped accessible.

Our landscape maintenance contractor will maintain this walkway on a weekly basis for \$50 per month. This will include the maintenance of the landscaping together with picking up all debris and trash deposited on the site. The property owner has agreed to pay the cost of the contract maintenance.

The attached agreement includes all of the terms and conditions verbally agreed upon with the property owner.

FUNDING: Not applicable.

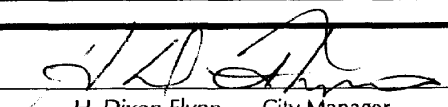
  
Jack L. Ronsko  
Public Works Director

JLR/lm

Attachment

cc: Street Superintendent  
New Generation Trading Company  
Sterling Property Management

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

**AGREEMENT  
FOR MAINTENANCE OF WALKWAY BETWEEN  
VINEYARD SHOPPING CENTER AND BRANDYWINE DRIVE**

**PARTIES:**

This agreement is made by and between the City of Lodi, a municipal corporation ("City") and New Generation Trading Company ("Property Owner") on this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

**RECITALS:**

The Property Owner herein owns property through which a walkway runs between Brandywine Drive and Beckman Shopping Center (APN 060-040-0014) which is located in the City of Lodi as shown on the Assessor's Parcel Map attached.

The property owner desires to enter an agreement with the City for the maintenance of said walkway for a two year period.

**TERMS AND CONDITIONS:**

1. Premises: Property Owner grants to City the right to maintain said walkway for a minimum contract period of two years.
2. Maintenance: The following shall be provided by the City at no cost to the Property Owner:
  - a. Administer the maintenance contract to ensure compliance to City standards;
  - b. Repair and modify the sprinkler system as necessary;
  - c. Provide additional appropriate landscaping in the walkway area, to include planting creeping fig on the easterly wall to reduce the problem of graffiti;
  - d. Take over the maintenance of the walkway lighting;

- e. Provide some additional hardscaping to facilitate the bike riders who are not following the walkway alignment;
- f. Continue to provide graffiti removal;
- g. City to provide additional Police patrol and surveillance of the area.

2. Consideration: Property Owner shall pay to the City an annual maintenance fee equal to \$50.00 per month payable in advance in the amount of \$600.00 per year for the two year maintenance contract. A check made payable to the City of Lodi in the amount of \$600.00 shall be tendered to the City upon execution of this agreement, and a second annual payment shall be received on or before \_\_\_\_\_, 1997.

Property Owner will continue to pay for the water and electricity required to maintain the walkway.

3. Extension of Agreement: With the approval of City and Property Owner this agreement, by means of a letter signed by both parties can be extended beyond the two year period. The annual maintenance fee may increase based on formal bids received by City for contract landscape maintenance.

4. Hold Harmless: Property Owner shall save, defend, indemnify and hold harmless City, its officers, agents, employees or volunteers from all damages, costs or expenses in law or equity which may at any time arise or be set up because of damages to property or personal injury occurring by reason of, or in the course of the maintenance of said walkway area. Such indemnity shall include attorney's fees. This paragraph and all other provisions of this agreement, shall apply and be construed as applying to any subcontractor of City.

5. Entire Agreement: This document contains the entire agreement between the parties. Any inconsistent prior or contemporaneous oral terms are void and shall not be used to modify or supplement this written agreement.

IN WITNESS WHEREOF, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:

CITY OF LODI, a municipal corporation:

New Generation Trading Company

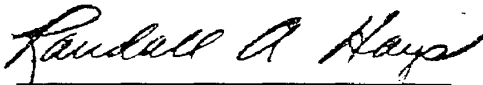
By: \_\_\_\_\_  
H. DIXON FLYNN  
City Manager

By: \_\_\_\_\_  
BEATRICE HSU  
Secretary

Attest:

\_\_\_\_\_  
Jennifer M. Perrin  
City Clerk

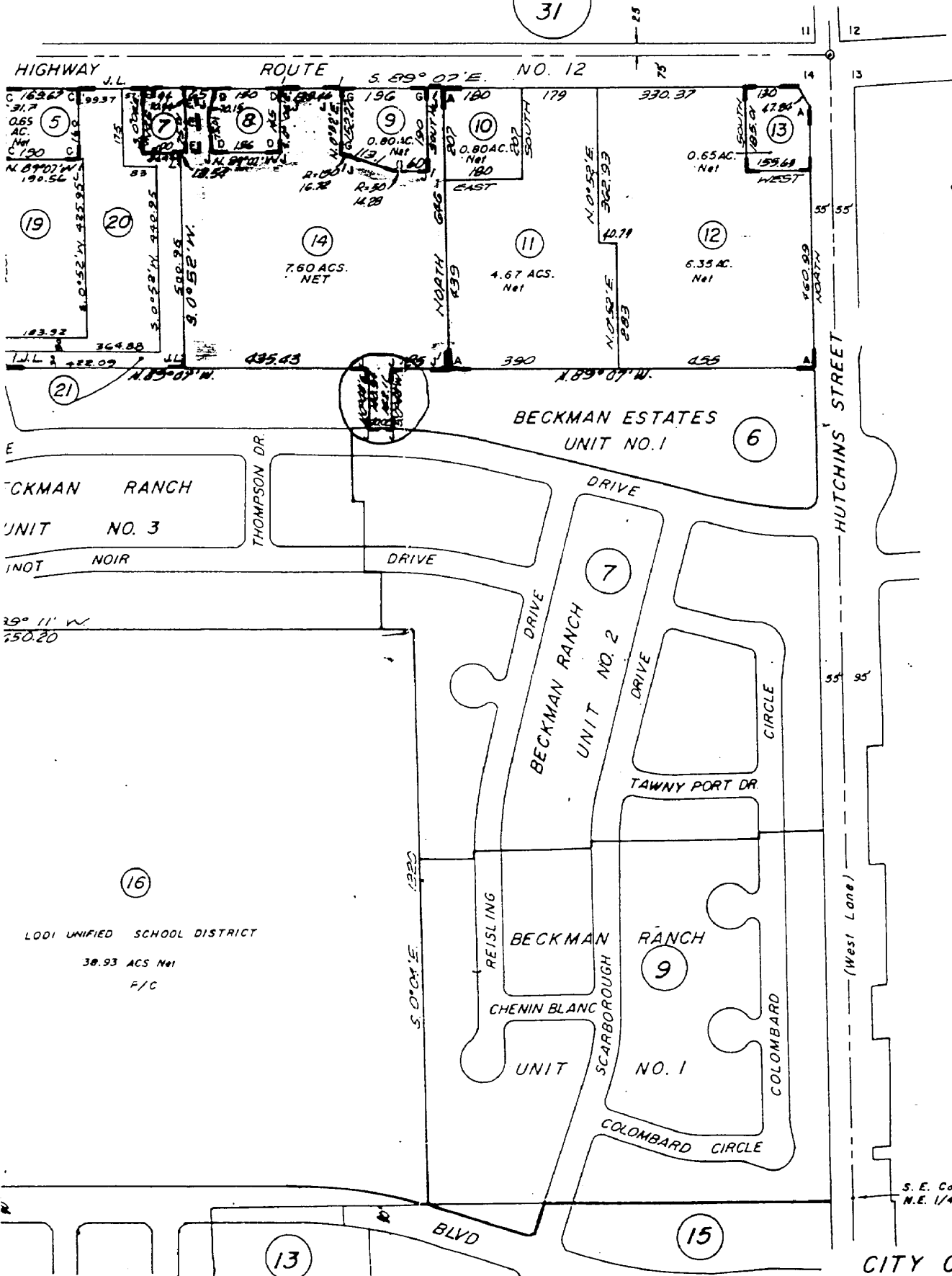
Approved as to form:

  
\_\_\_\_\_  
RANDALL A. HAYS  
City Attorney

'4 OF SEC. 14 T. 3N. R. 6E.

Bk  
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THIS MAP FOR  
ASSESSMENT USE ONLY



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Bk.  
062

- A - P. M. E
- B - P. M. E
- C - P. M. E
- D - P. M. E
- E - P. M. E
- F - P. M. E
- G - P. M. E
- H - P. M. E
- I - R. S.
- J - P. M. E
- K - P. M. E
- L - P. M. E

S. E. Corner of the  
N.E. 1/4 of Sec 14

CITY OF LODI  
Assessor's Map

CITY COUNCIL

DAVID P. WARNER, Mayor  
PHILLIP A. PENNINO  
Mayor Pro Tempore  
RAY G. DAVENPORT  
STEPHEN J. MANN  
JACK A. SIEGLOCK

# CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710

H. DIXON FLYNN  
City Manager  
JENNIFER M. PERRIN  
City Clerk  
RANDALL A. HAYS  
City Attorney

November 1, 1996

New Generation Trading Company  
P. O. Box 2972  
Saratoga, CA 95070

Sterling Management Company  
Attn: Jennifer Porter  
1420 W. Kettleman Ln., Ste. U  
Lodi, CA 95242

SUBJECT: Agreement for Maintenance of Walkway Between  
Vineyard Shopping Center and Brandywine Drive

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, November 6, 1996, at 7 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to the City Clerk at 221 West Pine Street.

If you wish to address the Council at the Council meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call me at (209) 333-6709.



Jack L. Ronsko  
Public Works Director

JLR/lm

Enclosure

cc: City Clerk